

AWARD NO. 533  
Case No. 533

Organization File No. 2020-07  
Carrier File No. 20-80187.

**PUBLIC LAW BOARD NO. 7163**

PARTIES     ) BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES DIVISION,  
              )    INTERNATIONAL BROTHERHOOD OF TEAMSTERS  
TO            )  
              )  
DISPUTE     ) CSX TRANSPORTATION, INC.

**STATEMENT OF CLAIM:**

1. The Carrier violated the Agreement when it called and assigned junior employee D. Robinson to perform overtime track maintenance service and track inspection (removing fallen trees) on the Clinchfield Seniority District between Mile Post Z 69.9 (Starnes) and Mile Post 81.4 (Kermit) on March 19, 2020 and between Mile Post Z 69.9 and Mile Post Z 81.4 on April 10, 2020 and failed to call and assign senior Track Inspector S. Jordan (System File 2020-07/20-80187 CSX).

2. As a consequence of the violation referred to in Part (1) above, Claimant S. Jordan shall now be compensated for twelve and one-half (12.5) hours overtime at his respective track inspector rate of pay.”

**FINDINGS:**

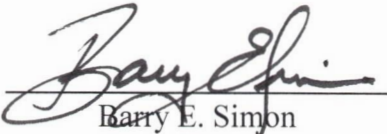
The Board, upon consideration of the entire record and all of the evidence, finds that the parties are Carrier and Employee within the meaning of the Railway Labor Act, as amended, that this Board is duly constituted by Agreement dated March 20, 2008, this Board has jurisdiction over the dispute involved herein, and that the parties were given due notice of the hearing held.

The facts in this case are largely uncontested. On Thursday, March 19, 2020, the Carrier required employee D. J. Robinson to perform overtime work between the hours of 11:00 pm and 5:30 the following morning. This work involved track maintenance service and track inspection due


to a track light indication cause by a fallen tree, which had to be removed. Again on Friday, April 10, 2020, the Carrier required employee Robinson to perform similar work in the same territory between 1:00 pm and 7:00 pm due to a fallen tree. Claimant, who is senior to Robinson, was assigned as a Track Inspector. The Organization asserts Claimant should have been used to perform this work because of his greater seniority and the fact that he was qualified and available. It asks, therefore, that he receive payment for the 12.5 hours worked by Robinson at the overtime rate.

The Carrier has denied this claim because Claimant was observing his rest days on Thursday and Friday, while they were regularly assigned work days for Robinson. It acknowledges that had the work been required on a day when they were both scheduled to work, Claimant would have been the proper employee to call. We do not find this to be a basis for disregarding Claimant's seniority in a situation where the work was not continuous with Robinson's assignment. Claimant was the proper employee to have been called, and is entitled to the compensation he would have received.

AWARD: Claim sustained. Carrier is directed to comply with this Award within 45 days.

  
Barry E. Simon  
Chairman and Neutral Member

  
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Ross Glorioso  
Employee Member

  
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John Ingoldsby  
Carrier Member

Dated: March 18, 2024  
Arlington Heights, Illinois